

ZB# 79-19

Anthony Sinisgalli

70-1-45

79-19 - Sinisgalli, Anthony (Allyn, Burton (Dn.))

Prelim. Meeting

9/10/79

Public Hearing

1 Oct. 22, 1979

8 p.m.

Notice sent to Evening News 10/3/79.

OCFD ~~to be~~ notified 10/11/79.

Checks sent to

T.C. \$25.00 - 10/11/79.

GENERAL RECEIPT

4138

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF Sinisgalli Oct. 11 1979
Twenty-five and 00/100 \$ 25.00
FOR 3BA Variance Fee #79-19 DOLLARS

DISTRIBUTION:

FUND	CODE	AMOUNT
25.00		
ck		

BY Pauline J. Townsend cm
Town Clerk

Williamson Law Book Co., Rochester, N. Y. 14609

TITLE

GENERAL RECEIPT

4154

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF J. Fiedelholz (Sinisgalli) Oct. 30 1979
Forty and 00/100 \$ 40.00
FOR Assessors list DOLLARS

DISTRIBUTION:

FUND	CODE	AMOUNT
40.00		
Check		

BY Pauline J. Townsend cm
Town Clerk

Williamson Law Book Co., Rochester, N. Y. 14609

TITLE

Legal Notice
PUBLIC NOTICE OF HEARING BEFORE ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR
 PLEASE TAKE NOTICE that the Zoning Board of Appeals of the **TOWN OF NEW WINDSOR**, New York will hold a Public Hearing pursuant to Section 48-33A of the Zoning Ordinance on the following proposition:
 Appeal No. 19
 Request of **ANTHONY SINISGALLI** for a **VARIANCE** of the regulations of the Zoning Ordinance, to permit a professional office in a residential zone being a **VARIANCE** of Section 48-21.1-H-2 - Supplemental Use Regulations for property situated as follows:
 Route 94 - approx. 2000 ft. east of Marshall Drive @ 62.0x415 ft.
 Town of New Windsor, New York
SAID HEARING will take place on the 22nd day of October, 1979 at the New Windsor Town Hall 555 Union Avenue, New Windsor, N.Y. beginning at 8 o'clock P.M.
VICENT BIVONA Chairman
By: Patricia Dello Secretary
 Oct. 13

State of New York
County of Orange, ss:

MARY HOFFMAN , being duly sworn deposes and says that he is**PRINCIPAL CLERK**..... of **Newburgh-Beacon News Co., Inc.**, Publisher of **The Evening News**. a daily newspaper published and of general circulation in the Counties of Orange and Dutchess, and that the notice of which the annexed is a true copy was published

.....**ONE TIME**.....
 in said newspaper, commencing on the.....**13th**.....day of**OCTOBER**.....**A.D., 19 79** , and ending on the**13th**..... day of**OCTOBER**..... **A.D., 19 79**

Subscribed and sworn to before me this
**16th**..... day of**OCTOBER**..... **19 79**....

Mary Hoffman
Anne E. Zucker

.....
Notary Public of the State of New York, County of Orange.
MY COMMISSION EXPIRES MARCH 30, 1980



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

September 27, 1979

Jerald Fiedelholtz, Esq.
270 Quassaick Ave.
New Windsor, N.Y.

Re: 70-1-45

Dear Mr. Fiedelholtz:

According to my records, the attached list of property owners are within the five hundred (500) feet of the above mentioned property.

The charge for this service is \$40.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

PAULA KING
SOLE ASSESSOR
Town of New Windsor



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Dambrosio Sylvia
15 Kingswood Gdns.
New Windsor, N.Y.

VG Maximus Inc.
Bloominggrove Tpk.
Vails Gate, N.Y. 12584

Marshall William & Blanche
PO Box 33
Vails Gate, N.Y. 12584

O'Connor Mary E.
18 Marshall Dr.
New Windsor, N.Y. 12550

Muller William & Gloria
PO Box 362 Marshall Dr.
Vails Gate, N.Y. 12584

Harris Benjamin & Bella
PO Box 2552
Newburgh, N.Y. 12550

Abrams Harold & Yvonne B
PO Box 462
Vails Gate, N.Y. 12584

Bonsell John L & Shirley T
4 Marshall Dr.
New Windsor, N.Y. 12550

Knox Village Inc.
2375 Hudson Terrace
Fort Lee, N.J. 07024

Gordon Donald C & Martha A
815 Bloominggrove Tpk.
New Windsor, N.Y. 12550

Mans & Miller Auto Centers Inc.
PO Box 247
Vails Gate, N.Y. 12584

Shedden Joan
RD 2 Temple Hill Road
New Windsor, N.Y. 12550

Vails Gate Fire Co Inc.
Rt. 94
Vails Gate, N.Y. 12584

Vails Gate United Methodist Church
c/o Treasurer
PO Box 37
Vails Gate, N.Y. 12584

Vails Gate Methodist Church
Vails Gate, N.Y. 12584

State Of NY Knox Headquarters
c/o Comm. of Finance
Goshen, N.Y. 10924



1763

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555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Mena Mercurio Fidelin S
7 Kingswood Gdns
New Windsor, NY

Fredericks Gladys
8 Kingswood Gdns
New Windsor, NY

Cennamo Daniel & Virginia
3 Kingswood Gdns
New Windsor, NY

Lee Wm A & Cheryl Ann
23 Fifth St
Cornwall, NY 12518

Toback, Jean
1 Kingswood Gdns
New Windsor, NY

Cardullo Frank
2 Dorothy Ct
Farmingdale NY 11735

Snyder William H
15 Kingswood Gdns
New Windsor, NY

Falcone Joseph
Hopper Cecelia
c/o Cecelia Falcone
6 Kingswood Gdns
New Windsor, NY

Rader Al & Jean
18 Kingswood Gdns
New Windsor, NY

Kemble John & Betty
17 Kingswood Gdns
New Windsor, NY

~~Cardullo Frank
2 Dorothy Ct
Farmingdale NY 11735~~ *duplicate*

Leamey Edna
12 Kingswood Gdns
New Windsor, NY

Wasilewski Nicholas & Rose
9 Kingswood Gdns
New Windsor, NY

Falcone Lena
10 Kingswood Gdns
New Windsor, NY

Selemon Charles N & Berndine
14 Kingswood Gdns
New Windsor, NY

Smith Charles & Edna
15 Kingswood Gdns
New Windsor, NY

McCullough Marion
112 Kingswood Gdns
New Windsor, NY

Stauch Henry & Helen
113 Kingswood Gdns
New Windsor, NY

Mullin Ambrose L & Helen S
108 Kingswood Gdns
New Windsor, NY

Wack Fayola
109 Kingswood Gdns
New Windsor, NY



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

Perebenda Olga
Pidhorodecky Mark
Eich Barbara
165 Parsonage Hill Rd.
Short Hills, NJ 07078

Laubscher Margaret
108 Kingswood Gdns
New Windsor, NY

Gagliardi Paul & Lois
110 Kingswood Gdns
New Windsor, NY

Braun Marie
112 Kingswood Gdns
New Windsor, NY

Cammarata Biagio & Grace
104 Kingswood Gdns
New Windsor, NY

Lewis Harry A & Rosalie A
105 Kingswood Gdns
New Windsor, NY

Salvaggio Edward N & Ann M
101 Kingswood Gdns
New Windsor, NY

Cimorelli Marie A
102 Kingswood Gdns
New Windsor, NY

De Crosta Liberato & Isabelle
98 Kingswood Gdns
New Windsor, NY

Meyerhoff Herman & Helen
4F Putnam Green
Greenwich Conn 06830

Leghorn William F & Muriel E
88 Kingswood Gdns
New Windsor, NY

Gambetta August & Ida
89 Kingswood Gdns
New Windsor, NY

Hanrahan Joseph & Emma
84 Kingswood Gdns
New Windsor, NY

Van Leuven Dorothy
85 Kingswood Gdns
New Windsor, NY

D'Angelo Thomas & Vincenza
82 Kingswood Gdns
New Windsor, NY

Cashen Virginia
86 Kingswood Gdns
New Windsor, NY

Nelson Bessie
86 Kingswood Gdns
New Windsor, NY

Keats Marguarite
87 Kingswood Gdns
New Windsor, NY



1763

OFFICE OF THE ASSESSOR TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

McLoughlin Michael & Margaret
1700 S. Palmetto Ave.
S Daytona Florida 32019

Pilat Harry & Frances
68 Kingswood Gdns
New Windsor, NY

Geraci Peter S & Villano, Florence
28 Baldwin Drive
Wappingers Fall, NY 12590

Cook Joseph & Catherine
69 Kingswood Gdns
New Windsor, NY

Diaz Mary L
92 Kingswood Gdns
New Windsor, NY

Cennamo Felice
66 Kingswood Gdns
New Windsor, NY

Katz Herman & Mildred
93 Kingswood Gdns
New Windsor, NY

LeCrann Alain & Leda C
67 Kingswood Gdns
New Windsor, NY

Cantone Rae L
90 Kingswood Gdns
New Windsor, NY

MacFarland Gertrude
70 Kingswood Gdns
New Windsor, NY

Conklin Barbara
91 Kingswood Gdns
New Windsor, NY

Ray Marie K
71 Kingswood Gdns
New Windsor, NY

Kelly Agnes
94 Kingswood Gdns
New Windsor, NY

Karp Ronald A & Rochelle
58 Runnymede Rd.
Berkely Hgts, NJ 07922

Keller Charles & Mae
95 Kingswood Gdns
New Windsor, NY

Conklin Jennie M
81 Kingswood Gdns
New Windsor, NY

Manfredi Patrick F & Estelle
72 Kingswood Gdns
New Windsor, NY

Lease Raphael J
76 Kingswood Gdns
New Windsor, NY

Traub Lawrence & Rose
73 Kingswood Gdns
New Windsor, NY

Nolfo Louis A & Elsie B
PO Box 523
Vails Gate NY 12584



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 563-8808

Abruzzo Henry J & Aimmee
74 Kingswood Gdns
New Windsor, NY 12550

Snyder Wm H & Hilda C
75 Kingswood Gdns
New Windsor, NY

Barbieri Gerard & Agnes C
79 Kingswood Gdns
New Windsor, NY

Valenti Anthony A & Marie A
32 Kingswood Gdns
New Windsor, NY

Alsfeld John J & Lucille Z
33 Kingswood Gdns
New Windsor, NY

Magliano Alfred & Rosalie
28 Kingswood Gdns
New Windsor, NY

Jesse Earl & Hazel V
6 Cannon Dr.
New Windsor, NY

Coviello Alex & Genevieve
26 Kingswood Gdns
New Windsor, NY

Abruzzo Anna
27 Kingswood Gdns
New Windsor, NY

Christie Anthony & Catherine
30 Kingswood Gdns
New Windsor, NY

Buckley Jeremiah & Matilda
24 Kingswood Gdns
New Windsor, NY

Schade Otto & Martha
81 Kingswood Gdns
New Windsor, NY

Di Pino Gennaro & Berean Laurine
20 Kingswood Gdns
New Windsor, NY

McCracken William & Anna
21 Kingswood Gdns
New Windsor, NY

Lopresti Emil & Rose
18 Kingswood Gdns
New Windsor, NY

Wolpe Judel & Miriam
19 Kingswood Gdns
New Windsor, NY

Thompson Albert & Helen
22 Kingswood Gdns
New Windsor, NY

Maiorino Lillian
23 Kingswood Gdns
New Windsor, NY

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x
In the Matter of the Application of

ANTHONY SINISGALLI.

DECISION GRANTING
USE VARIANCE

Application #79-19.
-----x

WHEREAS, ANTHONY SINISGALLI of Route 94, Town of New Windsor, New York, has made application for a use variance to permit professional offices in an R-4 (residential) zone to be located at his residence above; and

WHEREAS, a public hearing was held on the 22nd day of October, 1979 at the Town Hall, Town of New Windsor, New York; and

WHEREAS, the applicant was represented by Jerald Fiedelholtz, Esq., 279 Quassaick Avenue, New Windsor, New York; and

WHEREAS, the application was opposed by a number of area owners residents and property, including Kingswood Gardens Condominium homeowners who were represented by Raymond H. Bradford, Esq.; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Evening News, also as required by law.

2. The evidence shows that the applicant has attempted to sell or lease the property for residential purposes for a number of years.

3. The evidence shows that the neighborhood is primarily commercial in character and that the proposed use as a professional office will not change the character of the neighborhood.

4. The evidence shows that the plight of the applicants was due to unique circumstances and not to general conditions suffered by other persons within the zone.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of law in this matter:

1. The land will not yield a reasonable return as it is presently zoned.

2. The hardship of the applicant has been shown to be due to unique circumstances and not general conditions.

3. The application does not alter the essential character of the neighborhood.

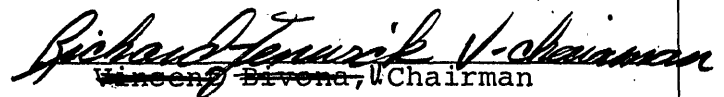
4. The application before the Board does not rewrite the Zoning Law.

5. The evidence shows that this is not a self-created hardship.

NOW, THEREFORE, BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor grant a use variance as applied for by ANTHONY SINISGALLI.

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the attorney for the applicant.

Dated: November 26, 1979.


~~Vincenzo Bivona~~, Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-19
(Number)

10/1/79
(Date)

I. Applicant information:

- (a) ANTHONY SINISGALLI, Route 94, Town of New Windsor,
New York
(Name, address and phone of Applicant)
- (b) BURTON ALLYN, 539 Blooming Grove Tpk., New Windsor,
New York - (914) 561-1100
(Name, address and phone of purchaser or lessee)
- (c) Jerald Fiedelholz, 270 Quassaick Avenue,
New Windsor, N. Y. 12550 - (914) 562-4630
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) R-4 Route 94 - 200 ft. East 70-1-45 107' X 127
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? C - Designed Shopping
- (c) Is a pending sale or lease subject to ZBA approval of
this application? yes
- (d) When was property purchased by present owner? 8/25/58
- (e) Has property been subdivided previously? - When? -
- (f) Has property been subject of variance or special permit
previously? no When? -

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-19
(Number)

10/1/79
(Date)

I. Applicant information:

- (a) ANTHONY SINISGALLI, Route 94, Town of New Windsor,
New York
(Name, address and phone of Applicant)
- (b) BURTON ALLYN, 539 Blooming Grove Tpk., New Windsor,
New York - (914) 561-1100
(Name, address and phone of purchaser or lessee)
- (c) Jerald Fiedelholz, 270 Quassaick Avenue,
New Windsor, N. Y. 12550 - (914) 562-4630
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) Route 94 - 200 ft. East
R-4 of Marshall Drive 70-1-45 107' X 127
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? C - Designed Shopping
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 8/25/58
- (e) Has property been subdivided previously? - When? -
- (f) Has property been subject of variance or special permit previously? no When? -
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? yes. If so, when 9/27/79
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. n/a



IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-21^{H-2}, Table of _____, Column -, to allow _____ Supplemental Use Regulations

Locate professional office in residential dwelling.
(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Applicant owns home in residential area which contains a garden apartment complex (Knox Village); a condominium complex (Kingswood Gardens); a firehouse; commercial beauty school establishment; commercial car wash and many other commercial establishments within 500 ft. Applicant has tried to sell the property for residential purposes for 12 years and has been unsuccessful in this endeavor even though "for sale" signs have appeared on the property in question.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

Locate professional office in residential dwelling.
(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Applicant owns home in residential area which contains a garden apartment complex (Knox Village); a condominium complex (Kingswood Gardens); a firehouse; commercial beauty school establishment; commercial car wash and many other commercial establishments within 500 ft. Applicant has tried to sell the property for residential purposes for 12 years and has been unsuccessful in this endeavor even though "for sale" signs have appeared on the property in question.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.



VI.

Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

☐ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

☐ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Plans will be submitted to include additional parking area for patients.

☒ IX. Attachments required:

- x Copy of letter of referral from Building and Zoning Inspector.
- x Copy of contract of sale, lease or franchise agreement.
- x Copy of tax map showing adjacent properties
- x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- Copy(ies) of sign(s) with dimensions.
- x Check in amount of \$25.00 payable to Town of New Windsor.

Photos of site plan and survey

- (b) Describe in detail the use and structures proposed for the special permit.

☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Plans will be submitted to include additional parking area for patients.

☒ IX. Attachments required:

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- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$25.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

X. AFFIDAVIT

Date October 2, 1979

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

s/ Mary Ann Sinisgalli
(Applicant)

Sworn to before me this

_____ day of October, 1979.

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards:

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

s/ Mary Ann Sinisgalli
(Applicant)

Sworn to before me this

_____ day of October, 1979.

XI. ZBA Action:

(a) Public Hearing date _____

(b) Variance is _____

Special Permit is _____

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.



COUNTY OF ORANGE

Department of Planning

124 MAIN STREET (1887 Building)
GOSHEN, NEW YORK 10924
TEL. (914) 294-5151

Peter Garrison, Commissioner

Richard S. DeTurk, Deputy Commissioner

OCT 22 1979

October 16, 1979

Mr. Mark Stortecky, Chairman
New Windsor Zoning Board of Appeals
Town Hall - 555 Union Avenue
New Windsor, New York 12550

Re: Variance - Sinisgalli
Route 94
Our File No. NWT 15-79-M

Dear Mr. Stortecky:

We have received and reviewed the above request, in accordance with the provisions of Section 239, 1 and m, Article 12-B of the General Municipal Law of the State of New York.

We hereby return the matter for final local determination.

Very truly yours,

Peter Garrison
Commissioner of Planning

PG:mj
Encls: 1

Reviewed by:

Senior Planner

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
FROM: ZONING BOARD OF APPEALS
SUBJECT: PUBLIC HEARING BEFORE ZBA
DATE: October 12, 1979

Kindly be advised that there is one public hearing scheduled before the Zoning Board of Appeals on Monday evening, October 22, 1979:

Application for use variance of
ANTHONY SINISGALLI at 8 p.m.
(professional office in residential
zone) - Route 94.

I have attached hereto copy of the application in point together with the public hearing notice.

Pat

/pd

Enclosures

cc: Howard Collett - Bldg./Zoning Inspector
Town of New Windsor

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").

CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES: This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

Date:
Parties:

CONTRACT OF SALE made as of the 22nd day of August, 1978
BETWEEN ANTONIO J. SINGISCALLI and LINA AGN SINGISCALLI, his wife,

Address:

605 Madison Ave Furnish, New Windsor, Orange County, New York

hereinafter called "SELLER", who agrees to sell, and

BURTON ALLEN,

Address:

Orange County, New York

hereinafter called "PURCHASER", who agrees to buy:

Premises:

The property, including all buildings and improvements thereon (the "PREMISES") (more fully described on a separate page marked "Schedule A") and also known as:

Street Address:

605 Madison Ave Furnish, New Windsor, Orange County, New York

Tax Map Designation:

SEE ATTACHED ATTACHMENT

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal
Property:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings,

of fire or casualty loss before the time closing. Unless directed
of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss
upon taking of title to or possession of the premises.

Date:
Parties:

CONTRACT OF SALE made as of the 23rd day of August, 1976
BETWEEN ANTONIO J. STAINOGLI and LUCY ANN STAINOGLI, his wife,

Address: 333 Blooming Grove Turnpike, New Windsor, Orange County, New York

hereinafter called "SELLER", who agrees to sell, and

Address: Orange, Orange, New York

hereinafter called "PURCHASER", who agrees to buy:

Premises:

The property, including all buildings and improvements thereon (the "PREMISES") (more fully described on a
separate page marked "Schedule A") and also known as:

Street Address: 333 Blooming Grove Turnpike, New Windsor, Orange County, New York

Tax Map Designation: See Attached

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal
Property:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the
PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free
and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing,
heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades,
screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery,
fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges,
refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are:

Furniture and household furnishings,

Purchase
Price:

1. a. The purchase price is	\$ 29,990.00
payable as follows:	
On the signing of this contract, by check subject to collection	\$ 2,990.00
By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S):	\$
By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER:	\$
BALANCE AT CLOSING:	\$ 26,910.00

R I D E R

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Route 94, said point of beginning is where the easterly line of property of Amor Homes, Inc. intersects the southerly side of Route 94; running along said line South 22 degrees 53 minutes East, 90 feet; thence south 67 degrees 7 minutes West, 100 feet to the northeasterly side of a Proposed Road; thence northwesterly along the northeasterly side of said Proposed Road, North 22 degrees 53 minutes West, 127.19 feet to a corner formed by the intersection of the southerly side of Route 94 and the northeasterly side of the Proposed Road; thence along the southerly side of Route 94, North 87 degrees 31 minutes East, 106.69 feet to the point or place of beginning.

TOGETHER with an easement of right of way over the streets as shown on Map, File No. 1730, to the nearest public highway for the purpose of ingress and egress to and from the aforesaid described premises, reserving, however, the right to dedicate said streets to the Town of New Windsor for highway purposes

BEING the same premises conveyed in a deed from Valley Heights, Inc. to Anthony J. Sinisgalli and Mary Ann Sinisgalli, his wife, dated August 8, 1958 and recorded in the Orange County Clerk's Office on August 25, 1958 in Book 1473 of Deeds at Page 431.

Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Route 94, said point of beginning is where the easterly line of property of Amor Homes, Inc. intersects the southerly side of Route 94: running along said line South 22 degrees 53 minutes East, 90 feet; thence south 67 degrees 7 minutes West, 100 feet to the northeasterly side of a Proposed Road; thence northwesterly along the northeasterly side of said Proposed Road, North 22 degrees 53 minutes West, 127.19 feet to a corner formed by the intersection of the southerly side of Route 94 and the northeasterly side of the Proposed Road; thence along the southerly side of Route 94, North 87 degrees 31 minutes East, 106.69 feet to the point or place of beginning.

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BEING the same premises conveyed in a deed from Valley Heights, Inc. to Anthony J. Sinisgalli and Mary Ann Sinisgalli, his wife, dated August 8, 1958 and recorded in the Orange County Clerk's Office on August 25, 1958 in Book 1473 of Deeds at Page 431.

at 2:00 o'clock on or about ~~XXXXXXXXXX~~, 19 77

Broker:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than
and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement)

streets and
Assignment
Unpaid
wards:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

Mortgagee's
Certificate
or Letter as
Existing
Mortgage(s):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

Compliance
with State
and Municipal
Department
Violations
and Orders:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

Limit if the
Property is Not
in the City of
New York:

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

Installment
Assessments:

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

Apportion-
ments:

13. The following are to be apportioned as of midnight of the day before CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

Water Meter
Readings:

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

Allowance
for Unpaid
Taxes, Etc.:

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

Use of
Purchase
Price to
Pay
Encumbrances:

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

Affidavit as
to Judgments,
Bankruptcies
Etc.:

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

Record Transfer
Recording
Fees:

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

Purchaser's
Fees:

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

Seller's
Liability to
Buyer
Mitigation

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER

compliance
with State
and Municipal
Department
Violations
Orders:

omit if the
property is Not
in the City of
New York:

installment
assessments:

apportion-
ments:

Water Meter
Readings:

allowance
for Unpaid
Taxes, Etc.:

release of
purchase
price to
any
encumbrances:

affidavit as
to judgments,
bankruptcies
etc.:

Deed Transfer
Recording
Fees:

Purchaser's
lien:

Seller's
liability to
reimburse
inspection
charges:

Condition
of Property:

entire
agreement:

11. a. SELLER will comply with all notes or notices of violations of law, or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of midnight of the day before CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five(5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER's sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

provide that it will remain subject to any ~~EXISTING~~ MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn in the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.

c. If any required payments are made on an EXISTING MORTGAGE between now and CLOSING, the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in Paragraph 2, the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

d. If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount of the escrow account to SELLER at CLOSING.

Existing
Mortgage(s):

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows: Mortgage now in the unpaid principal amount of \$ and interest at the rate of per cent per year, presently payable in installments of \$ which include principal, interest, and with any balance of principal being due and payable on

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the CLOSING.

Acceptable
Funds:

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or loan association having a banking office in the State of New York, payable to the order of SELLER, or order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$)
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"Subject to"
Provisions:

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided they are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES are located.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

Title Company
Approval:

5. SELLER shall give and PURCHASER shall accept such title as reputable title or abstract of title. SELLER, a member of The New York Board of Title Underwriters, will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Existing
Mortgage(s):

d. If there is a mortgage escrow account that is maintained for the purpose of paying interest on the mortgage, SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount of the escrow account to SELLER at CLOSING.

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as for Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year, presently payable in installments of \$ _____ which include principal, interest, and with any balance of principal being due and payable on _____

Acceptable
Funds:

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder mortgage to require its immediate payment in full or to change any other term thereof by reason of the CLOSING.

3. All money payable under this contract, unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or and loan association having a banking office in the State of New York, payable to the order of SELLER, or order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of (\$ _____)
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"Subject to"
Provisions:

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

Title Company
Approval:

5. SELLER shall give and PURCHASER shall accept such title as reputable title or abstract of a member of The New York Board of Title Underwriters, will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Closing
Defined and
Form of Deed:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a deed in proper statutory form for so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of the Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Treasurer of the corporation certifying such resolution and setting forth facts showing that the transaction conforms with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

Closing
Date and Place:

7. CLOSING will take place at the office of _____ lending institution _____
at _____ o'clock on _____ October 30, _____, 19 79
or about _____

Broker:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement).

Singular
Also Means
Plural:

hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. This contract is subject to the purchaser obtaining a mortgage loan in the amount of \$26,910.00 for at least 25 years at prevailing interest rates. If the same is not obtained within 45 days this contract shall be deemed null and void and all sums shall be returned to purchaser without penalty.

26. This contract is contingent upon appropriate zoning and approval by an architect and engineer, for use as a medical office. **

27. Seller represents and warrants that the heating, plumbing and electrical systems will be in working order at the time of closing and the roof free from leaks. Said representations and warranties shall not, however, survive the delivery of the deed herein.

** In the event the appropriate governmental or municipal agency fails to approve the use of the premises as a medical office, or in the event the buyer's architect deems that the premises are unsuitable for the planned use as medical offices, this contract shall be null and void, and of no further force and effect, and all sums shall be returned to buyer, without penalty. The above approvals shall be obtained by no later than October 15, 1979 or the seller shall have the option of declaring this contract null and void and *
28. The parties hereto agree that all sums paid hereunder prior to closing shall be held in escrow by sellers' attorneys until the time of closing or any adjournment thereof.

In Presence Of:

*return all moneys paid hereunder without penalties.

Anthony E. Sinigalli
ANTHONY E. SINIGALLI

Maryann Sinigalli
MARY ANN SINIGALLI

Robert Allen
ROBERT ALLEN

Closing of title under the within contract is hereby adjourned to
o'clock, at

as of

19

Dated,

19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated,

19

19 , at
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

PREMISES

Title No.

Section
Block
Lot
County or Town
Street Numbered Address

TO

Recorded At Request of

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

herein.

** In the event the appropriate governmental or municipal agency fails to approve the use of the premises as a medical office, or in the event the buyer's architect deems that the premises are unsuitable for the planned use as medical offices, this contract shall be null and void, and of no further force and effect, and all sums shall be returned to buyer, without penalty. The above approvals shall be obtained by no later than October 15, 1979 or the seller shall have the option of declaring this contract null and void and * 28. The parties hereto agree that all sums paid hereunder prior to closing shall be held in escrow by sellers' attorneys until the time of closing or any adjournment thereof.

In Presence Of:

*return all moneys paid hereunder without penalties

Anthony J. Sinigalli
ANTHONY J. SINIGALLI
Maryann Sinigalli
MARY ANN SINIGALLI
Robert Allen
ROBERT ALLEN

Closing of title under the within contract is hereby adjourned to
o'clock, at

as of

19

Dated,

19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated,

19

19 , at

; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

Title No.

TO

PREMISES

Section

Block

Lot

County or Town

Street Numbered Address

Recorded At Request of

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

**CHICAGO TITLE
INSURANCE COMPANY**

Zip No.

B.

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION
(Variances, Zone Changes, Special Permits, Subdivisions)

Section A. - To be completed by Local Board having jurisdiction.
To be signed by Local Official.

Local File No. 79-19

1. Municipality Town of New Windsor Public Hearing Date Oct. 22, 1979
☐ City, Town or Village Board ☐ Planning Board ☒ Zoning Board of Appeals
2. Applicant: NAME Anthony Sinisgalli
Address Route 94 - Nails Gate. - Approx. 200 ft. east of
Attorney, Engineer, Architect Verald Fiedelhaltz, P.C. Marshall Drive.
3. Location of Site: (same as above)
(street or highway, plus nearest intersection)
Tax Map Identification: Section 70 Block 1 Lot 45
Present Zoning District R-4-Residential Size of Parcel 107' x 127'
4. Type of Review:
☐ Special Permit Use*
☒ Variance* Use Professional office in R-4 zone - ^{Sec. 48-21 H-2} Supp. Use Regs.
Area _____
☐ Zone Change* From: _____ To: _____
☐ Zoning Amendment* To Section: _____
☐ Subdivision** Major _____ Minor _____

10/3/79
Date

Patricia Delio, Secy.
Signature and Title

*Cite Section of Zoning Regulations where pertinent
**Three (3) copies of map must be submitted if located along County
Highway, otherwise, submit two (2) copies of map.

OCPD-1.

SEP 6, 1979

SEP 07 1979

A-18

TOWN OF NEW WINDSOR
ORANGE COUNTY, N. Y.
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF ~~BUILDING PERMIT~~ APPLICATION

File No.

Date SEPT 7, 1979

To ANTHONY SINISCALLI / DR BURTON ALLYN
Route 94 - Vails Gate, N.Y.

PLEASE TAKE NOTICE that your application dated SEPT 6, 1979

for permit to LOCATE DOCTORS OFFICE
at the premises located at ROUTE 94 - APPROX 200 FEET EAST OF
MARSHALL DRIVE - 70-1-45 - ANTHONY SINISCALLI
(OWNER)

is returned herewith and disapproved on the following grounds:

IN R4 ZONE A PROFESSIONAL OFFICE MUST BE
CARRIED ON PERSONALLY BY A RESIDENT OF
THE DWELLING

Size of parcel - 107 X 127

Howard R. Cress
Building Inspector

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 19

Request of ANTHONY SINISGALLI

for a VARIANCE ~~SPECIAL USE PERMIT~~ of
the regulations of the Zoning Ordinance, to permit
a professional office in a residential zone

being a VARIANCE ~~SPECIAL USE PERMIT~~ of
Section 48-21 H-2 - Supplemental Use Regulations
for property situated as follows:

Route 94 - approx. 200 ft. east of Marshall
Drive (70-1-45), Town of New Windsor, New York.

SAID HEARING will take place on the 22nd day of October, 19 79,
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.
beginning at 8 o'clock P. M.

VINCENT BIVONA
Chairman

8pm - Public Hearing - Lincigalli/Allyn 10/22/79.

Name:

Address:

Mama Levy	Kingswood Gdns
Leda Le Crann	Kingswood Gdns.
Alain Le Crann	✓
Mannie Levy	✓
Ethel Solosky	" "
Josephine Lewin	" "
Rita Leonardi	" "
Lena Leonardi	" "
Abi Lewin	" "
Larry Grant	" "
Rosie Grant	" "
Nancy Grossman	" "
Jenny Dugdale	" "
Felie Pennant	11/
Jennie Strubick	" "
Ruth Neumann	" "
Rae Cantone	" "
Anna Abruzzo	" "
Lillian M. Jettig	Forge Hill Rd. New Windsor
Robert M. Jettig	Atty For Kingswood - 425 Robinson, Newburgh, NY
Mr. Brown	Kingswood Gardens
M. McHugh	Kingswood Gdns
Joe Santella	" "
Ann Salvaggio	10 Kingswood Gardens. New Windsor
Emil La Presti	18 Kingswood Gardens
Joseph Big 724	Blowing Rock, Tennessee
Mr. Stanley Mung	P.O. Box 114 Vaile Gate N.Y.

Sally Schermer
B. Allen

17 Marcan Drive
Haverthaw N.Y.

Mary Senegalli
Marie LaBalle
Bill Schermer

Bloomgrove TPK
Plattsburgh
Newburgh N.Y.

Joe Judd

Newburgh N.Y.